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LETTER AGREEMENT

Joint Board

February 1, 2017

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*WSDOT Ferries Division
Amy Scarton
Assistant Secretary*

Jenelle Olsen
Acting General Manager
Vix Technology, Inc.
710 Second Avenue, Suite 950
Seattle, Washington 98104

RE: Rescinding Amendment 341 SiteKiosk Implementation

Dear Jenelle:

At the direction of the agencies, this letter rescinds Contract Amendment 341 SiteKiosk Implementation (originally executed July 7, 2015; revised and executed November 23, 2015). This amendment related to implementation of SiteKiosk software solution on the Customer Service Terminals.

The SiteKiosk solution could not be successfully implemented. Both Vix and the agencies have agreed to terminate this work.

By our signatures below, the Parties mutually agree to the recession of Amendment 341 with no compensation from the Agencies.

Vix Technology Inc.
By: [Signature]
Its: Interim General Manager
Date: 2-8-17

For the Agencies
By: [Signature]
Its: ORCA operations manager
Date: 2-8-17

cc Todd Sucee, Vix Account Director
Dan Cunningham, Fiscal Agent

REVISED

11/23/15

**Amendment 341
Contract No. 229944**

**To the Contract for the Design, Implementation, Operation and Maintenance of
the Regional Fare Coordination System**

This Amendment 341 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 7TH day of July, 2015, by and between Vix Technology (USA) Inc (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to configure, test, schedule and install SiteKiosk software. This work is performed per *RFI-727-ORCA Removal of CST Windows 8.1 timeout* as approved by the Agencies on June 24, 2015.
- C. The Parties agree that the Work necessary to modify the ORCA system as directed will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will perform all necessary work to configure, test, schedule, and install the SiteKiosk client software on thirty eight (38) Customer Service Terminals (CSTs) and one (1) server. The contractor will complete this work in several phases.

1.1 Phase 1: Regional Test Bed

- (a) Install, configure, and test the SiteKiosk client software on four (4) CSTs in the Seattle Regional Test Bed (RTB) and one (1) CST located in the Perth Test Bed.
- (b) Install, configure, and test the SiteKiosk server software on one (1) server.

1.2 Phase 2: Install, configure, and test the SiteKiosk client software on thirty three (33) CSTs located at the Agencies

- (a) Schedule, install, configure, and test the SiteKiosk client software on three (3) CSTs at the King County Metro Westlake Customer Service Center located at 400 Pine St, Seattle.
- (b) Schedule, install, configure, and test the SiteKiosk client software on three (3) CSTs at the Community Transit Lynnwood RideStore, located at the Lynnwood Transit Center, 20110 46th Avenue W, Lynnwood.
- (c) Schedule, install, configure, and test the SiteKiosk client software on two (2) CSTs at the Everett Transit Customer Service Center, located at 3201 Smith Avenue, Everett.
- (d) Schedule, install, configure, and test the SiteKiosk client software on three (3) CSTs at the Kitsap Transit Bremerton Customer Service Office, located at 10 Washington Avenue, Bremerton.
- (e) Schedule, install, configure, and test the SiteKiosk client software on seven (7) CSTs at the Pierce Transit Bus Shop Tacoma Dome Station, located at 505 East 25th St, Tacoma.
- (f) Schedule, install, configure, and test the SiteKiosk client software on twelve (12) CSTs at the King County Metro King Street Center Customer Information Office, located at 201 S. Jackson St, Seattle, and one (1) CST located in the ORCA Pod meeting room, 3rd floor, King Street Center, 201 S. Jackson St, Seattle.
- (g) Schedule, install, configure, and test the SiteKiosk client software on one (1) CST at the Sound Transit Union Station offices, located at 401 S. Jackson St, Seattle.
- (h) Schedule, install, configure, and test the SiteKiosk client software on one (1) CST at the Washington State Ferries office, located at 2901 Third Avenue, Suite 500, Seattle

1.3 The Contractor will update system documentation which has been identified as:

- (a) SEA-01434 Exhibit 13 – RFCS System Software/Software Maintenance
- (b) SEA-00353 Exhibit 12 – Intellectual Property Table

Section 2.0 Schedule

2.1 The Work described in Section 1.0 will be completed by October 15, 2015

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 341

To configure, test, schedule and install SiteKiosk software	\$29,918
TOTAL	

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Three Hundred and Forty-one shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: [Signature]
Date: 7/2/15

The Agencies

By: [Signature]
Their: [Signature]
On behalf of the Agencies
Date: 7/7/15

Amendment No. 341

REVISED

11/23/15

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[Signature]
Vix

[Signature]
RFCS